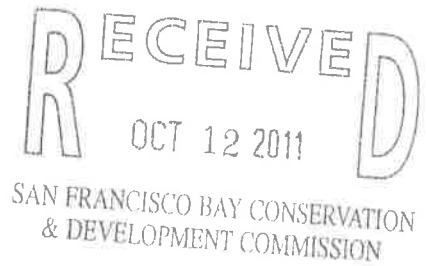


Exhibit 122



September 22, 2011

To: Tom Sinclair, BCDC
From: Mark Sanders, Westpoint Harbor

Reference: Your September 1, 2011 letter

Subject: **Berthing Agreements and Liveaboards**

Hello Tom,

This letter address three of the items delineated in your September 1, 2011 letter and discussed at our meeting at Westpoint Harbor: Berthing Agreements; City Codes and Liveaboard boaters.

Page 2, item 3 "Failure to submit berthing agreement setting fourth requirements for on-board toilets"

All Westpoint Harbor forms (Harbor Rules and Regulations; Boater Permanent Slip Application; Boater License Agreement; Guest Slip Application; Vendor Agreement; and Fee Schedule) are included as part of the Marina Management and Operations Manual which was presented to BCDC and other agencies in May 2007. The forms are frequently updated and located in a pocket at the back of the manual binder. A final copy was provided to Brad and Andrea on July 9, 2007, and an email confirmation is enclosed.

Also enclosed is a cover copy of the Marina Management and Operations Manual date-stamped May 20, 2007 by Redwood City Engineering. The berthing agreement and harbor rules and regulations were required by the City prior to opening the harbor on August 8, 2008. Also enclosed is a berthing agreement signed and dated October 1, 2008, by Dr. Alfredo Piazza, one of the first boaters in the harbor.

The manual and forms were provided more than a year before opening the harbor and in continuous use since. For this reason, we believe no "late fine" should apply.

Page 5, paragraph 3, Redwood City Letter that Lease is consistent with City codes

As we discussed Redwood City had previously told BCDC there are no codes that apply as described, and therefore a letter referencing such codes could not be provided. Enclosed is another 9/21/11 letter from the City re-affirming this was true at the time of the permit and remains true today.

Page 4, Live-Aboard Boat Locations

Your September 1, 2011 letter estimates we have 180 berths to date. With the newest (F) dock we have 316 regular berths, plus additional “inside side-ties” for smaller craft. The last two docks are G and H and when complete they add 92 more berths bringing the total to over 400, completing Phase 1b. The following layout comments may be useful:

- Slips smaller than 40 feet are “double-loaded”, meaning two boats between fingers. These double-wide berths include fire protection, pumpout, potable water, telephone and electricity for *each* vessel.
- There are 83 additional “inside end-ties”. These are for small vessels (under 20 feet) between the marginal walkways and marina shoreline. They are currently unused because occupancy is under 44%, but with the restaurant and yacht club will be handy for small boats and dinghies.
- For liveaboard purposes we *only* count berths with all facilities (water, power, fire protection, sewer pump-out), and exclude inside side-ties for the 10% calculation.
- Westpoint Harbor does not allow adjacent slips to have liveaboards to help insure liveaboard berths are well distributed, and we enforce “Clean Marina” policies.

Tom, the next item relates to **live-aboard locations**. You know the permit has inconsistencies (it requires accommodations for houseboats in one section, yet forbids houseboats in another; it requires harbor facilities like the boat ramp to be public (open to all legal boats) but forbids personal watercraft, which are also legal vessels). Staff acknowledged these problems but chose not to change them so the language remains in the permit.

Another example has to do with **live-aboard locations** and **sewer hookups**. In this case, the *letter* of the permit conflicts with the *intent* of the permit. Between 1993 and 2003 we had many meetings regarding liveaboards (which BCDC did not want to allow) and how to deal with sewage. At that time just two pumpout stations served seven harbors south of the San Mateo Bridge, and were largely unused. It was common to install *permanent sewer connections* for floating homes and live-aboard boats, and when the permit issued in 2003 this scheme was expected to be installed at Westpoint Harbor too, and identification of dedicated liveaboard berths made sense as part of it.

However permanent hookup systems proved to be of little value. Pressurized sewer lines (using pumps on the vessels) often break underwater and release sewage into the Bay, and because of differing boat lengths liveaboards often end up in non-equipped berths. More importantly, many non-liveaboard boaters won’t take the time to get underway to use a pumpout station, so sewage still goes into the Bay. Marinas in Redwood City which installed this system (Peninsula Marina and the Municipal Marina) later disconnected them entirely. Portable “tank on wheels” systems were sometimes used, but were not much better because it was messy, inconvenient and time-consuming.

In the ensuing years Andrew Bleier (president of Keco Corporation) Kevin Atkinson, (head of the Department of Boating and Waterways), and I worked on a new solution: we designed a vacuum pumpout system with hydrants for *every* boat in the harbor. This was a pioneering

effort and no other harbor in the Bay had anything like it. Because it's a vacuum system there is no sewage in the pipes and leaks cannot occur. Boats remain in their berth so it's extremely easy to use, and typically takes less than two minutes—so everyone uses it. Importantly, with no "dedicated" liveaboard slips it has complete flexibility and no temptation to put liveaboards in unauthorized spots. All-in-all it's the most effective and flexible system available today, increasingly used by world-class marinas, and a DBW model for other California harbors.

The system is expensive and the DBW provided three grants to help fund our installation. We test water in the marina annually and it's actually *cleaner* than the Bay--so clean in fact that Stanford University runs its "Treeathlon" (triathlon) in Westpoint Harbor annually with 600 athletes from around the country swimming in the basin. We now have three systems installed in the harbor covering all of our docks.

Andrea Gaut and Steve McAdam of BCDC, Jon Lynch of Redwood City Engineering and Beth Christiansen at RWQCB were all involved and supported this project, and the construction drawings from Bellingham Marine provided to BCDC in 2007 incorporated the system which we subsequently built.

So in summary, we do not think a fine for failing to provide reports designed for an out-of-date and unused system is warranted. By 2007 all parties agreed the new approach exceeded the intent of the permit and it was built in cooperation with several agencies and with the knowledge of BCDC staff. *All slips being liveaboard-enabled* means tracking dedicated liveaboard berths is unnecessary, saving administrative time and energy for both the harbor and for BCDC.

We presume this documentation along with Redwood City's letter is sufficient to resolve these alleged violations and possible fines. We trust BCDC can see Westpoint Harbor has made and continues to make every effort to meet or exceed the intent of the permit items, and as with any on-going project spanning many years, new technologies can be implemented to make it even better, protecting the San Francisco Bay in ways unforeseen a decade earlier.

mark and maureen

SEWER MGMT
LIVABOARD POLICY

WESTPOINT HARBOR

July 9, 2007

RECEIVED
OCT 12 2011
SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

To: Brad McCray, BCDC

Cc: Andrea Gaut, BCDC
Kent Mitchell, Mitchell and Herzog

From: Mark Sanders
Westpoint Marina and Boatyard

Reference: BCDC Permit Number 2-02

Subject: **Best Management Practices**

Hello Brad;

I have enclosed a copy of the Westpoint Marina Management and Operations Manual for you as required in the referenced permit. Westpoint Marina has joined the California "Green Marina" program, and together with the Department of Boating and Waterways it has been very helpful in assembling the manual. It was also reviewed by Redwood City's Engineering Department.

The final documents for Public Access and Open Space are in Jonathan Smith's hands, and will be filed with San Mateo County as soon as I hear from him.

Sincerely,

Mark Sanders

WESTPOINT MARINA & BOATYARD

RECEIVED
MAY 20 2007
CITY OF REDWOOD CITY
ENGINEERING & CONSTRUCTION

RECEIVED
OCT 12 2011
SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

MARINA MANAGEMENT AND OPERATIONS MANUAL

- **BEST MANAGEMENT PRACTICES**
- **GREEN MARINA TOOLKIT**
- **BOATER EDUCATION**
- **ENVIRONMENTAL STRATEGIES**
- **EMERGENCY RESPONSE PROCEDURES**

**1529 SEAPORT BOULEVARD
REDWOOD CITY, CA 94063**

MASTER COPY

Community Development Department
*Building Inspection &
Code Enforcement Services*



1017 Middlefield Road
Redwood City, CA 94063
Main: (650) 780-7350
Fax: (650) 780-7348

September 21, 2011



To whom it may concern:

As previously reported, Redwood City cannot provide a letter affirming code compliance for houseboats and live-aboard in Westpoint Harbor as requested by BCDC in its 2003 permit. Redwood City does not maintain codes applying to this situation. The City Use Permit requires Westpoint Harbor to comply with guidelines provided by the Regional Water Quality Control Board, California Department of Boating and Waterways, BCDC, the Port of Redwood City, and other agencies which do maintain guidelines for floating homes, houseboats and live-aboard boats.

Should you have any further questions, you may contact me at, (650) 780-7345 or fhix@redwoodcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Farris Hix", written over a horizontal line.

Farris Hix
Building Inspector
City of Redwood City



8/2/08
Tom:
ALFREDO
WAS ONE OF
FIRST BOATS
IN HARBOR 2.

RECEIVED
OCT 12 2011
SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

BOAT OWNER LICENSE AGREEMENT

I. REGISTERED OWNER

Name ALFREDO J PIAZZA
Home address PO BOX 303 REDWOOD CITY CA 94064
Home telephone 650 306 9199 Cell 650 207 0227 Email alfredo@awrcorp.com
Business address 1999 S. BASCOM AV, SUITE 300, CAMPBELL CA 95008
Business telephone 408 369 2140 SSN 217 33 8105
Emergency contact FRANCO PIAZZA (206) 533 8042 (BROTHER)

II. MORTGAGEE OR LEGAL OWNER

Name ESSEX Credit BANK WEST
Address PO BOX 5755 CINCINNATI, OH 45201
Telephone 866 377 3940

III. DESCRIPTION OF VESSEL

Vessel name SUTIE Q
DMV/Doc number CF 3838SV 550259 408 (HARBOR)
Year of registration 2009 Value \$ 220,000
Home port REDWOOD CITY
Vessel type MOTOR YACHT (POWER)
Vessel make HATTERAS Color WHITE/BLUE
Length (LOA) 53' Draft 4'

IV. INSURANCE CARRIER

Company CNA Agent BUNT US
Policy no. 4701 Term ANNUL
Coverage type AGREE 140K VALUE Marina add'l insured WESTPOINT HARBOR
Pollution coverage 300K Marina negligence coverage 1/2 Limits 150K (DAMAGE) 500K (LIABILITY)

V. TERM Month-to-month commencing 10/1/08 M

VI. FIRST FULL MONTH SLIP FEE \$ 800 M

VII. SLIP DEPOSIT \$ 900 M

VIII. LIVEABOARD/EXTENDED STAY FEE \$ 300 M

IX. ASSIGNED SLIP NUMBER 103 M

made on 6/20/09
OLD meth at 10635

THIS LICENSE AGREEMENT (the "agreement") is made as of 8/26/08 between Westpoint Harbor (the "marina") and the person(s) named as **registered owner** of the vessel as described in Section I above (the "vessel") and is hereinafter referred to as "**owner**" of the vessel under the terms and conditions set forth below:

Owner and Westpoint Harbor hereby agree:

1. **Vessel.** Owner warrants that he/she is the owner of the vessel and is authorized to bind all joint owners of the vessel to the terms of this Agreement. If the person signing this agreement is an agent for the owner or any joint owners, the agent represents and warrants that he/she is authorized to enter in to this agreement on behalf of the owner and to bind any and all joint owners of the vessel.
2. **Vessel Documentation.** Owner warrants that the vessel is properly documented or registered as set forth in Section III above and that the vessel is in compliance with all applicable California and U.S. Coast Guard safety regulations.
3. **Vessel Condition.** Owner represents and warrants that the vessel will be maintained in a seaworthy, operable condition and will maintain the vessel's appearance including regular cleaning, maintenance and replacement of painted and varnished surfaces, all rigging, safety equipment and other appurtenances of the vessel. Westpoint Harbor shall be the sole judge of the adequacy of the vessel's condition, maintenance and appearance.
4. **Vessel Inspection and Approval.** The vessel shall be inspected and approved by Westpoint Harbor upon its arrival. Failure to obtain Westpoint Harbor approval shall automatically terminate this agreement. Failure to cure any deficiencies in the vessel's condition or appearance as required under this agreement within 30 days of notice shall automatically terminate this agreement.
5. **Slip.** Westpoint Harbor licenses to owner the use of the slip set forth in Section IX above (the "slip"), and its storage box under the terms contained herein. Owner shall use the slip only for mooring the vessel and for no other purpose, and the vessel shall be used solely for owner's recreational purposes.
6. **Limitation of Renting Slip to Others.** Owner warrants that while the vessel is moored at Westpoint Harbor, owner will not rent or charter the vessel for any purpose, and will not engage in any commercial activity with the vessel, nor allow any other person to use the vessel for such purposes.
7. **Right to Move or Re-Assign Vessel.** Westpoint Harbor reserves the right to reassign the vessel to another slip in the marina at any time. This may be done for safety or marina management reasons, without prior notice to the owner, and **Westpoint Harbor shall be exempted, held harmless and indemnified for any**

damage to the vessel arising out of or relating to such relocation, even if such damage is caused by the negligence of the marina. Owner agrees that Westpoint Harbor may temporarily reassign the slip when the owner is not using it without compensation. Owner warrants that he/she will maintain walkways, gangways and docks around the slip in a clean, unobstructed condition at all times.

8. **Term.** This agreement shall create a license commencing on the date set forth in Section V above and shall continue from the first day of the month immediately following on a month-to-month basis until default under the provisions of this license or until terminated by either party in writing. Written notice of termination shall be no less than thirty days prior to the effective date. Owner shall surrender the slip immediately upon the expiration of the term in substantially the same condition it was upon the commencement of the term. Upon termination or default owner agrees to remove the vessel from the slip immediately. If owner fails to do so, owner hereby grants Westpoint Harbor or its agents the right to remove the vessel, without notice, at owner's sole risk and expense for the purpose of relocating the vessel to another slip or dry storage area. **Owner shall exempt, hold harmless and indemnify Westpoint Harbor from and against any claims for damages, including subrogation, arising out of or relating to removal, relocation or storage of vessel, even if such damage is caused by negligence of Westpoint Harbor.** Owner also agrees to pay all expenses and charges arising out of or related to the surveying, inspection, maintenance and preservation charges. For each day after termination or default that the vessel remains on marina premises, owner agrees to pay the current daily guest fees as established by the marina.
9. **Slip Fees.** For each calendar month, owner agrees to pay Westpoint Harbor the monthly slip fee then in effect based on the length of slip or vessel LOA, which ever is greater, in advance on the first day of each month. Owner also agrees to pay as an additional fee all excises and other taxes that may be levied by a government agency and to maintain such taxes current. All slip fees not paid by the tenth day of the same month shall be deemed delinquent.
10. **Fees for Late Payment or Returned Checks.** Owner agrees to Pay Westpoint Harbor a \$25.00 fee for late payment of slip fees. Fees paid by means of a returned check shall not constitute timely payment, and owner agrees to pay a \$20.00 fee for returned checks. Late fees will be charged until all slip fees are paid, and repeated late fees or returned checks may result in default or termination.
11. **Adjustment of Fees.** Westpoint Harbor may change the slip fee at the end of any calendar month by notifying the owner in writing at least thirty days in advance of the effective date of the change. In the event the owner fails to pay any new slip fee after its effective date, Westpoint Harbor may terminate this agreement.

12. Slip Deposit. At the commencement of this agreement, owner shall pay Westpoint Harbor the deposit (and any subsequent increase set forth in Paragraph VII below, the "slip deposit"). Owner agrees to pay the additional sum necessary for the owner's deposit to equal the currently posted deposit. If the owner fully and timely performs owner's obligation, Westpoint Harbor agrees that upon termination of this agreement and after vessel has vacated the slip, Westpoint Harbor will refund the deposit paid less amounts necessary to clean or repair the slip, or any other fees owed by the owner. Owner may not use the deposit as, or deduct it from, the slip fee for any month.

13. Access. Owner agrees that the Access Agreement attached as Exhibit B is an integral part of this agreement. Owner warrants that owner will comply and shall cause owner's family, agents, licensees and invitees to comply with the Access Agreement. Should any person violate the Access Agreement, owner hereby agrees that Westpoint Harbor may terminate this agreement immediately, remove the vessel from the slip at the owner's risk and expense and retake possession of the slip.

14. Liens. Westpoint Harbor shall have all liens provided for in the California Harbors and Navigation Code and such other liens, rights and remedies, including the right to sell the vessel at public auction, and under California or Federal Law, as each may be applicable. Westpoint Harbor shall have the right to take the vessel into its possession to secure all sums that become due under this agreement. Owner hereby agrees that Westpoint Harbor may assign its liens and possessory and other rights and remedies to a third party.

15. Liveaboard and Extended Stay. Owner agrees that no person shall reside ("liveaboard") on the vessel at any time without written permission from Westpoint Harbor. In the event that written permission to live aboard is granted, it shall be limited to two people, and an additional monthly fee shall apply. The term "liveaboard" is defined as any vessel that is occupied in excess of four consecutive days. "Extended Stay" is defined as periodic stays not exceeding three consecutive days, and owner maintains a separate permanent residence. Pets are not allowed in liveaboard vessels in the marina.

16. Liability and Indemnity. IMPORTANT--PLEASE READ CAREFULLY.

A. Owner, as a material part of the consideration to be rendered by Westpoint Harbor (and the lower slip rental rate offered by Westpoint Harbor in exchange for the following consideration), expressly agrees that vessels, marina and area in and around marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury. Such hazards include but are not limited to slips, falls, drowning, prop wash damage, winds, waves, storms, fires, vessel collisions and vessel sinking.

Owner Initials APF

As a result of the Owner's recognition of the risks associated with being present in or around vessels, Westpoint Marina and its common areas, **owner expressly agrees to assume any and all risk for, waive and exempt Westpoint Harbor, as well as hold harmless and indemnify Westpoint Harbor from and against any and all claims including subrogation by owner's insurer, against the marina for damages to the vessel or its appurtenances, or for injury or death to owner, owner's family, relatives, guests agents, employees, contractors or licensees that may occur on, in or about the vessel or common areas, or arises out of or relate in any way to the vessel or the common areas. The forgoing waiver includes any and all claims, damages or injuries that may be caused or asserted solely or partially as a result of premises liability or the negligence of the marina.** Owner also agrees to exempt, hold harmless, and indemnify the Marina from and against any and all claims for damages, including subrogation, that may be asserted by an person, including the owner, against the marina, , including claims that the marina was negligent. Solely for the purpose of this Paragraph 16, the term "common areas" shall mean all areas in, on or around the vessel, the slip, the dock areas, the walks, floats, gangways, boatyard and dry storage areas, restrooms and other convenience facilities, parking areas, and roads in, around, and leading to Westpoint Harbor.

Owner Initials APC

B. Owner acknowledges that Westpoint Harbor has not made any representations or warranties with respect to the nature, suitability, merchantability, fitness or condition of the slip or common areas, except as expressly set forth herein, and that no such warranties or representations shall be implied.

C. Owner shall, at his/her own cost and expense, maintain liability and property damage insurance (which shall provide primary rather than secondary coverage) with liability limits in amounts sufficient to ensure performance by owner of all of the exemption, waiver, hold harmless and indemnity provision contained in this Agreement, **including claims involving premises liability or the marina's negligence, and shall have Westpoint Harbor expressly identified in the insurance policy as an additional named insured.** Owner shall, in any event, carry liability insurance and property damage insurance, with accidental pollution coverage, with limits of at least \$300,000. The marina requires owner to provide satisfactory evidence of compliance with owner's obligations to insure. Owner's failure to comply with or demonstrate compliance with this provision does not in any way constitute a waiver by Westpoint Harbor of this provision.

Owner Initials APC

D. Even if every other subparagraph contained in this agreement is deemed invalid, inapplicable or unenforceable, Owner nevertheless agrees that Westpoint Harbor's liability for any claim that arises out of or relates to this agreement, including claims based on the marina's negligence, shall be expressly limited to no more than \$1,000 or one month' slip fee, which ever is greater.

Owner Initials APC

E. Should the owner wish to be relieved of the effects of Paragraph 16 A-D, owner may do so by agreeing to an increased slip rental rate of 100% of the otherwise applicable monthly slip fees to cover the additional potential liability that the marina may incur, and the insurance the marina will have to purchase in order to accept such potential liability. Owner must initial acceptance of the terms of this Paragraph 16 of the Agreement as written. Otherwise the increased rental fee appearing in Paragraph 16 E will be assessed.

Owner Initials APC

17. **Utilities.** In addition to slip fees, the marina reserves the right to charge for utilities. Owner agrees to pay all utilities charges for electric service and other such services. If owner fails to pay such charges when due, owner agrees to pay a \$25 late fee in addition to the charges, and understand that failure to pay such charges constitutes a violation of this agreement, and the marina may cancel the agreement.

18. **Transfer and Ownership.** No right of owner associated with this agreement may be assigned or transferred, and any attempt to do so shall give Westpoint Harbor the right, but not the obligation, to terminate this agreement. If owner sells, charters, or transfers all or any portion of the owner's interest in or possession of the vessel, or in any corporate or partnership or joint venture entity which owns the vessel, all owner's rights under this agreement shall terminate automatically. Owner warrants that he/she will represent to third parties that owner's rights in the slip are not transferable, and will hold the marina harmless from any claims, including subrogation, resulting from any such representation.

19. **The parties hereby agree that with the exception of claims for possession of the Slip or satisfaction of liens against the vessel (i.e. unlawful detainer, ejection and actions for sale of the vessel to satisfy the marina's rights in Paragraph 14, etc) any dispute, claim or controversy arising out of or relation to this agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association ("AAA"), then in effect in San Mateo County, California.**

The parties also hereby waive their right to discover (except as allowed under AAA rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime Law and the Federal Rules of Evidence. This agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitrator may be entered by any court having jurisdiction.

Initials _____ Initials _____ Initials APC

20. **Attorney's Fees.** If either Westpoint Harbor or owner obtain legal counsel or bring an action against the other based on any dispute arising out of or relating to this agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

21. **Rules and Regulations.** Owner agrees that **Westpoint Harbor Rules and Regulations** attached, hereto as Exhibit A, are an integral part of this agreement. Owner shall comply, and shall cause the owners' family, invitees, agents, and licensees to comply with the then current Marina Rules and Regulations. Should any person violate any marina rule or regulation, marina may terminate this agreement immediately, remove the vessel from the slip at owner's risk and expense, and retake possession of the slip. The marina reserves the right to modify, amend or supplement the Marina Rules and Regulations from time to time upon written notice to the owner.

22. **Parking.** Owner shall comply with all vehicle parking restrictions set forth in the then current Marina Rules and Regulations. Westpoint Harbor, its officers, agents and employees shall not be liable to the owner or owner's agents for any loss or damage to any motor vehicle or other personal property in or on the building, parking areas, or other marina premises.

23. **Entire Agreement.** This agreement, the Rules and Regulations set forth in Exhibit A and the Access Agreement set forth in Exhibit B constitutes the entire agreement and understanding between the parties. Should any portion of this agreement be ruled invalid, such invalidity shall in no way affect the validity of this agreement or any other portion thereof.

Each signatory to this agreement represents and warrants that he or she is fully authorized to execute this agreement, either for himself or herself, or on behalf of his or her principle.

Westpoint Harbor

By 

Date

8/28/08

Owner or Owner's Authorized Agent

By 

Date

8/28/08

ALP 2-00

PAGE 2

TOM - PUBLIC
EARLIEST VERSION of RULES/REGS
M

RECEIVED
OCT 12 2011

SAN FRANCISCO BAY CONSERVATION
& DEVELOPMENT COMMISSION

EXHIBIT A

HARBOR RULES AND REGULATIONS

Thank you for choosing Westpoint Harbor as your "homeport" in the San Francisco Bay. Westpoint Harbor is a private harbor, boatyard and marina complex, established to provide a safe and comfortable haven for those who enjoy boating and water-oriented activities (or would like to.) The following rules are for the safety and comfort of everyone, and are mostly restatements of government ordinances. The Marina reserves the right to update lease rates as well as to revoke permission to enter the marina at any time. This applies to tenants, guests and visitors.

huh?

Owner agrees to comply with all applicable laws, ordinances, rules, regulations and instructions of the U.S. Coast Guard and other Federal, State and Local authorities. "Owner" includes any person associated with the owner of a Vessel including family members, invitees, agents, employees and licensees on Marina premises. We are concerned about the local marine environment and remind you that there are numerous Federal, State and Local regulations regarding discharge of any kind of material into the Bay. This includes treated and non-treated sewage. All vessels are required to have a holding tank, and be pumped out regularly. Any vessel found to have caused an improper discharge into the Bay will be asked to leave the Marina.

Provide a Marina
sewer?

ON THE DOCKS

1. No running on the docks! Bicycles or scooters are not allowed on the docks, and no item may be placed or stored on the docks or walkways that could obstruct passage.
2. Mooring lines, water hoses and other connections to the dock shall be dressed to prevent obstruction or otherwise create a hazard. When not in use, water hoses must be stowed in the dock box.
3. Storage of acids, batteries, glass, flammable liquids, paint thinners and paint is prohibited on the docks and walkways, and in the dock boxes. Barbecues, plants, bicycles etc. are not permitted on the docks.
4. Dinghies, inflatable boats, kayaks and other watercraft are not allowed on the docks, and when not in immediate use shall be kept on the Owner's vessel, or in an assigned dinghy rack. Use of another slip for non-emergency purposes is prohibited.
5. Temporary, non-affixed dock steps may be placed on the finger, subject to Marina prior written approval. Such steps may be no wider than half the finger width, and no longer than five feet. No portion of any vessel may overhang the walkway at any time.
6. All electrical connections between the boat and slip must be direct. RV connectors, pigtails and other non-standard connections are prohibited, and all connections shall be U.L. approved weatherproof, ground fault detector, three wire grounded types. Cords may not

Allowed
Storage
Lockers?

cross walkways nor be affixed to the docks. Automotive battery chargers are prohibited on boats within the Marina.

7. Major BOAT REPAIRS are not permitted in the marina basin. This includes spray painting, stripping, and hull repairs. Such repairs are permitted in the designated boatyard repair area.

6. QUIET HOURS are 10 PM to 8 AM every day. Parties require the harbormaster permission, and in no case will a tenant, guest or individual be given permission to interfere with the comfort of others. Engines may not be run during quiet hours except to enter or leave the slip, and engines may not be operated in gear when attached to the docks. Be especially thoughtful of neighbors when playing music, and insure that halyards are secured to eliminate noise. DOCK LINES shall be of adequate size for the vessel, and replaced when worn. All vessels shall be moored with bow, stern and spring lines to insure there is no overhang on the docks.

7. No solid or liquid material may be thrown, discharged or deposited from any vessel. This includes refuse matter, oily bilges, and flammable liquid or waste materials. Battery acid, hydraulic fluids, oil, paint and thinners, anti-freeze and some tequilas are considered hazardous materials. They must not be placed in or around the dumpsters. Disposal of these items may be facilitated by the Harbormaster's office, and in all cases is the berther's responsibility. Disposal of portable sanitation devices in Marina toilets or lavatories is prohibited.

8. No FUELING or transfer ^{type} if fuel from the docks is permitted, except ^{at} a designated fuel dock. No fireworks, firearms or live ammunition are allowed in the Marina.

DOCK BOXES

Dock boxes are provided with each slip, together with a keyed waterproof lock. Marina locks must be used so boxes may be opened in an emergency, and boxes are provided for non-flammable and non-volatile supplies and accessories only. A \$10.00 fee is charged for lost keys, and \$25.00 for lost locks.

PETS

Dogs and other pets must be kept on a leash or otherwise controlled when on the docks, floats and other public areas of the Marina. Pets are not allowed in the restrooms, and must not create a disturbance. Owners must clean up after their pets.

UNDERWAY

The entire Westpoint Harbor is a "no wake" zone. In no case may any waterborne vessel exceed 5 knots. When underway on land, the speed limit is 5 MPH.

The Westpoint Slough Channel (from the main Redwood Creek Channel to the marina entrance) is also a "no-wake" zone. Greco Island is home to several sensitive and endangered species, and boaters must not approach this area.

IN THE MARINA COMPLEX

1. Designated PARKING is expressly for the use of Marina boat Owners and their guests, and violators will be towed at Owner's sole risk and expense. Long-term storage of vehicles (over seven days) is not permitted, and Westpoint Harbor does not warrant the availability or security of parking. Use of parking and leaving of contents in parked vehicles is at the owner's own risk. All tenant vehicles must have a Westpoint Harbor parking decal displayed on the left rear window of the vehicle. Visitors and contracted vendors may obtain a visitors pass at the Harbormaster's Office. The Harbormaster must approve parking of boat trailers, motor homes and other recreational vehicles.

2. There are a finite number of allowed "LIVEABOARD" slips in the marina. This is strictly monitored, and all liveaboards must be approved by the Harbormaster, and conform to the Liveboard Regulations.

~~What enforcement for sneakaboards?~~

3. No overnight berthing is allowed at the fuel docks, nor anchoring in the marina basin.

4. Alteration to the docks, piles, walkways, water pipes, electrical connections and TV/telephone connections is strictly prohibited, with no exceptions. No attachment of any kind to the docks is permitted without prior written approval of the Harbormaster.

5. No ADVERTISING or soliciting is permitted without the written permission of Westpoint Marina. "For Sale" signs are not permitted and individuals within Westpoint Marina may not engage in the selling or purchasing of any vessel for the interest of another. Exceptions are licensed salespersons authorized to operate within the marina.

6. GUEST BERTHS are available for visiting boats. Visiting boaters and clubs may organize slips as available by contacting the Harbormaster.

7. SEAWORTHY CONDITION of vessels. All vessels are to be maintained in a sound and seaworthy condition. When the Marina considers there is a risk of sinking, fire, or other hazard, or that the boat has become unsightly, the Marina may at its sole discretion give the Owner two weeks notice to correct the problem(s). Failure to do so will be a default of the Vessel license Agreement. Boats without a means of propulsion, either power or sail, may not be kept in the marina.

8. Use of the picnic tables is for picnicking. Painting and varnishing do not qualify. Open fires and barbecues are not permitted on the docks or aboard boats in the Marina. Gas-fired barbecues are permitted on boats only.

9. FISHING from the docks or riprap is prohibited, as is SWIMMING anywhere within the Marina basin.

10. CHILDREN must be kept under parental control at all times.

11. All YACHT BROKERS, CONTRACTORS, workers, crew or other agents of the Owner must be registered and approved by the Marina, and provide copies of insurance policies and adequate security prior to admittance to the marina, and sign a waiver of liability in favor of the Marina.

**PLEASE NOTIFY THE MARINA OF ANY UNSAFE, UNLAWFUL,
HAZARDOUS OR UNSIGHTLY CONDITIONS THAT COME TO YOUR
ATTENTION.**